

REMARKS

Claims 1-10 are pending in this application. By this Amendment, claims 1, 4 and 5 are amended. The amendments to claim 1 are supported in the application in at least page 10, last paragraph, for example. Claims 4 and 5 are amended for form. No new matter is added. In view of at least the following remarks, reconsideration and allowance are respectfully requested.

The courtesies extended to Applicants' representative by Examiner Kidwell at the interview conducted on July 25 are greatly appreciated. The reasons presented at the interview as warranting favorable action are incorporated in the Remarks below and constitute Applicants' record of the interview.

Claims 1-10 are rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,835,192 to Guidotti ("Guidotti"). This rejection is respectfully traversed.

Guidotti fails to disclose or suggest "a first leak preventer in sheet form extending from the front side of the absorbent article to the rear side of the absorbent article," where the front side corresponds to a front side of the user's body and the rear side corresponds to a rear side of the user's body when the article is worn by a user, as recited in independent claim 1.

The Office Action asserts that Guidotti discloses an absorbent article including liquid-impermeable layer 9 (referring to Fig. 5), which the Office Action alleges is equivalent to the first leak preventer. However, as discussed in the interview, the liquid-impermeable layer 9 of Guidotti does not extend from the front side of the article to the rear side because it does not extend over the substantial portion of the middle of the article. See col. 7 of Guidotti which states "[t]he liquid impermeable layer 9 has a central opening 10, which extends between the two liquid storage regions and is arranged so that it is chiefly centered around the wetting point during use of the article." See, also, Guidotti at Fig. 3. Accordingly, liquid-impermeable layer 9 of Guidotti does not extend from the front side of the absorbent article to the rear side of the absorbent article, under any reasonable interpretation of the claim language.

Guidotti also fails to disclose or suggest "a second leak preventer in sheet form disposed above an upper side of the first leak preventer and positioned over the rear part of the first leak preventer," as also recited in independent claim 1. The Office Action cites Fig. 5 of Guidotti and asserts that the liquid-impermeable portion 6 is equivalent to the second leak preventer. However, as discussed in the interview, the liquid-impermeable portion 6 of Guidotti is not positioned on the "upper" side of liquid-impermeable layer 9, because the upper side recited in claim 1 is defined in the specification as "a side close to a skin of a wearer," as opposed to "a side far therefrom," which is defined to be the "lower side." See the application at page 10, last paragraph. In contrast to the recitation that the second leak preventer is on an upper side of the first sheet leak preventer, Guidotti discloses that "[t]he embodiment in Fig. 5 comprises an outer layer 12, which during use of the article is in direct contact with the skin of the user." See Guidotti at col. 7, lines 62-64. Accordingly, referring to Fig. 5, if layer 12 of Guidotti is in direct contact with the skin of a user when the article is worn, then liquid-impermeable portion 6 of Guidotti, which is cited by the Examiner as the second leak preventer, is actually positioned on the lower side of the first leak preventer, rather than the upper side as required in claim 1.

During the interview and in the outstanding Office Action, the Examiner asserts that the definition of "upper side" used by Applicants is not recited in the pending claims and that limitations from the specification should not be read into the claims. See the Office Action at pages 4-5. However, Applicants refer the Examiner to page 10 of specification which states that "in the specification of the present invention, when the absorbent article is actually worn, a side close to a skin of a wearer is referred to as an 'upper' side and a side far therefrom is referred to as a 'lower' side." Accordingly, Applicants have clearly defined the meaning of "upper" and "lower" in the specification, and the interpretation of the claim language should be consistent with such definitions. See MPEP §2111.01(IV) ("Where an explicit definition is provided by the Applicants for a term, that definition will control interpretation of the term as it is used in

the claim"). Accordingly, the definition provided in the specification on page 10 should control the Examiner's interpretation of the claim language. Furthermore, the Examiner's current interpretation of the word "upper" is arbitrary and improperly ignores the meaning of the phrase "upper side."

Finally, in the outstanding Office Action at page 5, the Examiner argues that "[e]ven still, the definition of being close to the user side does not mean adjacent as it seems is being argued. The second leak preventer in the current configuration may be considered close to the user's body." The Examiner's proposed interpretation is not consistent with the definition provided on page 10 of the specification, which defines a side of an article close to a user being the "upper" side and a side far from a user being the "lower" side, where the definition refers to two-sided objects such as sheets. Accordingly, if the definition of "upper" is taken in its context, it clearly defines a position relative to a particular side of the article when worn by a user, *i.e.* the close side as opposed to the far side of an article. Thus, the phrase "a side close to a skin of a wearer" on page 10 cannot be interpreted to mean "adjacent" as alleged by the Examiner because this interpretation ignores the word "side" and improperly takes the word "close" out of context.

Thus, for at least these reasons, claim 1 is patentable over Guidotti.

Claims 2-10 depend from claim 1 and are therefore also patentable over Guidotti for at least the reasons enumerated above, as well as for the additional features they recite.

Accordingly, withdrawal of the rejection is respectfully requested.

In view of the foregoing, it is respectfully submitted that this application is in condition for allowance. Favorable consideration and prompt allowance are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact the undersigned at the telephone number set forth below.

Respectfully submitted,



James A. Oliff
Registration No. 27,075

Aaron L. Webb
Registration No. 56,930

JAO:ALW/kxs

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OLIFF & BERRIDGE, PLC
P.O. Box 19928
Alexandria, Virginia 22320
Telephone: (703) 836-6400

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